

Fill in this information to identify your case:

Debtor 1	Sean	Kinahan
	First Name	Middle Name
		Last Name
Debtor 2 (Spouse, if filing)	Susan	Merri
	First Name	Middle Name
		Last Name
United States Bankruptcy Court for the: Western District of North Carolina		
Case number 16-50021 (If known)		

## Official Form 427

## Cover Sheet for Reaffirmation Agreement

12/15

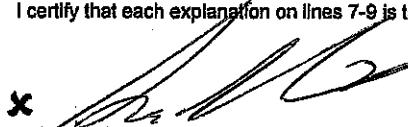
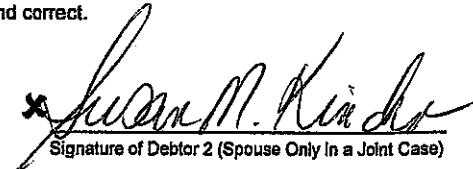
Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

## Part 1: Explain the Repayment Terms of the Reaffirmation Agreement

1. Who is the creditor?	Ford Motor Credit Company Name of the creditor																								
2. How much is the debt?	On the date that the bankruptcy case is filed \$ 23,327.28 To be paid under the reaffirmation agreement \$ 23,327.28 \$ 348.17 per month for 67 months (if fixed interest rate)																								
3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)	Before the bankruptcy case was filed 0.00 % Under the reaffirmation agreement 0.00 % <input checked="" type="checkbox"/> Fixed rate <input type="checkbox"/> Adjustable rate																								
4. Does collateral secure the debt?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. 2016 Ford Fusion Current market value \$ 25,350.00																								
5. Does the creditor assert that the debt is nondischargeable?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.																								
6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.	<table border="0"> <tr> <td>Income and expenses reported on Schedules I and J</td> <td>Income and expenses stated on the reaffirmation agreement</td> </tr> <tr> <td>6a. Combined monthly income from line 12 of Schedule I</td> <td>\$ 3481.27</td> </tr> <tr> <td>6b. Monthly expenses from line 22c of Schedule J</td> <td>\$ 3154.71</td> </tr> <tr> <td>6c. Monthly payments on all reaffirmed debts not listed on Schedule J</td> <td>— \$ —</td> </tr> <tr> <td>6d. Scheduled net monthly income</td> <td>\$ 26.56</td> </tr> <tr> <td colspan="2">Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.</td> </tr> <tr> <td>6e. Monthly income from all sources after payroll deductions</td> <td>\$ 3481.27</td> </tr> <tr> <td>6f. Monthly expenses</td> <td>— \$ 3079.98</td> </tr> <tr> <td>6g. Monthly payments on all reaffirmed debts not included in monthly expenses</td> <td>— \$ —</td> </tr> <tr> <td>6h. Present net monthly income</td> <td>\$ 401.29</td> </tr> <tr> <td colspan="2">Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.</td> </tr> </table>			Income and expenses reported on Schedules I and J	Income and expenses stated on the reaffirmation agreement	6a. Combined monthly income from line 12 of Schedule I	\$ 3481.27	6b. Monthly expenses from line 22c of Schedule J	\$ 3154.71	6c. Monthly payments on all reaffirmed debts not listed on Schedule J	— \$ —	6d. Scheduled net monthly income	\$ 26.56	Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets.		6e. Monthly income from all sources after payroll deductions	\$ 3481.27	6f. Monthly expenses	— \$ 3079.98	6g. Monthly payments on all reaffirmed debts not included in monthly expenses	— \$ —	6h. Present net monthly income	\$ 401.29	Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets.	
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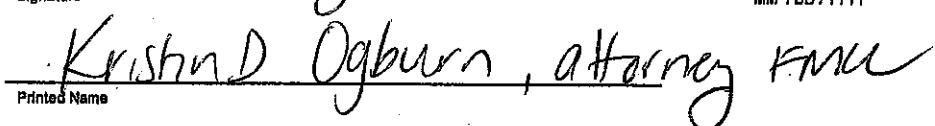
Debtor 1 **Sean Kinahan**  
First Name Middle Name Last Name

Case number (if known) **16-50021**

7. Are the income amounts on lines 6a and 6e different?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10.  <hr/> <hr/>
8. Are the expense amounts on lines 6b and 6f different?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Explain why they are different and complete line 10. <i>Net income plus payment to creditor deducted from monthly expenses</i>  <hr/> <hr/>
9. Is the net monthly income in line 6h less than 0?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10.  <hr/> <hr/>
10. Debtor's certification about lines 7-9	I certify that each explanation on lines 7-9 is true and correct.    Signature of Debtor 1      Signature of Debtor 2 (Spouse Only in a Joint Case)
11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement?  <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Part 2: **Sign Here**

Whoever fills out this form must sign here. I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.

  
Signature  
  
  
Printed Name

Date **3/7/16**  
MM / DD / YYYY

Check one:

Debtor or Debtor's Attorney  
 Creditor or Creditor's Attorney

**B2400A/B ALT (Form 2400A/B ALT) (12/15)**

<input type="checkbox"/> Presumption of Undue Hardship
<input checked="" type="checkbox"/> No Presumption of Undue Hardship
(Check box as directed in Part D: Debtor's Statement in Support of Reaffirmation Agreement.)

**UNITED STATES BANKRUPTCY COURT**  
Western \_\_\_\_\_ District of North Carolina \_\_\_\_\_

In re Sean and Susan Kinahan,  
Debtor

Case No. 16-50021  
Chapter 7

**REAFFIRMATION AGREEMENT**

*[Indicate all documents included in this filing by checking each applicable box.]*

<input type="checkbox"/> Part A: Disclosures, Instructions, and Notice to Debtor (pages 1 - 5)	<input type="checkbox"/> Part D: Debtor's Statement in Support of Reaffirmation Agreement
<input type="checkbox"/> Part B: Reaffirmation Agreement	<input type="checkbox"/> Part E: Motion for Court Approval
<input type="checkbox"/> Part C: Certification by Debtor's Attorney	

*[Note: Complete Part E only if debtor was not represented by an attorney during  
the course of negotiating this agreement. Note also: If you complete Part E, you must  
prepare and file Form 2400C ALT - Order on Reaffirmation Agreement.]*

Name of Creditor: Ford Motor Credit Company

*[Check this box if] Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the  
Federal Reserve Act*

**PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR**

**1. DISCLOSURE STATEMENT**

*Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:*

**SUMMARY OF REAFFIRMATION AGREEMENT**

This Summary is made pursuant to the requirements of the Bankruptcy Code.

**AMOUNT REAFFIRMED**

The amount of debt you have agreed to reaffirm: \$ 23,327.28

*The amount of debt you have agreed to reaffirm includes all fees and costs (if any) that have  
accrued as of the date of this disclosure. Your credit agreement may obligate you to pay additional  
amounts which may come due after the date of this disclosure. Consult your credit agreement.*

**ANNUAL PERCENTAGE RATE**

*[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]*

a. If the debt is an extension of "credit" under an "open end credit plan," as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (i) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(i) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: 0 %.

---And/Or---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: \_\_\_\_ %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
\$ \_\_\_\_\_ @ \_\_\_\_\_ %;  
\$ \_\_\_\_\_ @ \_\_\_\_\_ %.

b. If the debt is an extension of credit other than under than an open end credit plan, the creditor may disclose the annual percentage rate shown in (I) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(I) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: 0 %.

--- And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: \_\_\_\_ %. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$              @              %;  
\$              @              %;  
\$              @              %.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

<u>Item or Type of Item</u>	<u>Original Purchase Price or Original Amount of Loan</u>
2016 Ford Focus	\$28,500.21

Optional--At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:

**Repayment Schedule:**

Your first payment in the amount of \$ 348.17 is due on 2/29/2016 (date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

— Or —

Your payment schedule will be: 67 (number) payments in the amount of \$ 348.17 each, payable (monthly, annually, weekly, etc.) on the 19<sup>th</sup> (day) of each Month (week, month, etc.), unless altered later by mutual agreement in writing.

— Or —

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

**2. INSTRUCTIONS AND NOTICE TO DEBTOR**

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

## YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

### Frequently Asked Questions:

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the property securing the lien if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you must make a single payment to the creditor equal to the amount of the allowed secured claim, as agreed by the parties or determined by the court.

**NOTE:** When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

**PART B: REAFFIRMATION AGREEMENT.**

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:

2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

**SIGNATURE(S):**

Borrower:

✓ SEAN Kinahan

(Print Name)

✓ SEAN Kinahan

(Signature)

Date: ✓ 2-27-2016

Co-borrower, if also reaffirming these debts:

✓ Susan M. Kinahan

(Print Name)

✓ Susan M. Kinahan

(Signature)

Date: ✓ 2-27-2016

Accepted by creditor:

Ford Motor Credit Company

(Printed Name of Creditor)

P.O. Box 650575, Dallas, TX 75265

(Address of Creditor)

Kristin D. Ogburn

(Signature)

Kristin D. Ogburn, Attorney FMC

(Printed Name and Title of Individual  
Signing for Creditor)

Date of creditor acceptance:

✓ 3/7/2016

**PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).**

*[To be filed only if the attorney represented the debtor during the course of negotiating this agreement.]*

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

*[Check box, if applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney:

Robert H. Gourley, Jr.

Signature of Debtor's Attorney:



Date: 3-3-16

**PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

*[Read and complete sections 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read section 3. Sign the appropriate signature line(s) and date your signature. If you complete sections 1 and 2 and your income less monthly expenses does not leave enough to make the payments under this reaffirmation agreement, check the box at the top of page 1 indicating "Presumption of Undue Hardship." Otherwise, check the box at the top of page 1 indicating "No Presumption of Undue Hardship"]*

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$3481.27 and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$3079.98 leaving \$401.29 to make the required payments on this reaffirmed debt.

I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: \_\_\_\_\_

(Use an additional page if needed for a full explanation.)

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: John M. Kinchen

(Debtor)

John M. Kinchen  
(Joint Debtor, if any)

Date: 5/27/16

— Or —

*[If the creditor is a Credit Union and the debtor is represented by an attorney]*

3. I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: \_\_\_\_\_

(Debtor)

John M. Kinchen  
(Joint Debtor, if any)

Date: \_\_\_\_\_

**NORTH CAROLINA VEHICLE RETAIL INSTALLMENT CONTRACT**

**DATE** 08/05/2015

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) SEAN KINAHAN 170 GOLDEN VALLEY DR Mooresville, NC 28115 IREDELL N/A	<b>CREDITOR (Seller Name and Address)</b> MOORESVILLE FORD MERCURY INC 151 EAST PLAZA MOORESVILLE, NC 28115
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle described in this contract for cash or on credit. The cash price is shown on Page 2 as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

If this is a personal use contract as indicated below, then this sale is a CONSUMER CREDIT SALE.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$ <u>3,432.08</u>
0.00 %	\$ 0.00	\$ 25,068.13	\$ 25,068.13	\$ 28,500.21

1-800-727-7000



Your Payment Schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due
71	\$ 348.17	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Starting 09/19/2015
	\$ 348.06	Final Payment Due on: 08/19/2021

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late.

The charge is 5 percent of the late amount or \$6.00, whichever is less.

**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

**The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.**

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	12	2016 Ford	Fusion	1FA6P0HD3G5106507	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
Trade-In		2013 Ford		\$ 18,000.00	\$ 17,317.92
		Year and Make		Gross Allowance	Amount Owing
<b>ITEMIZATION OF AMOUNT FINANCED</b>					
<b>1. Cash Sale Price</b> ..... \$ 27,818.61 (1)					
<b>2. Down Payment</b>					
Third Party Rebate Assigned to Creditor..... \$ 2,750.00					
Cash Down Payment..... \$ N/A					
N/A ..... \$ N/A					
Trade-in (description above) ..... \$ 682.08					
Total Down Payment..... \$ 3,432.08 (2)					
<b>3. Unpaid Balance of Cash Price (1 minus 2)</b> ..... \$ 24,386.53 (3)					
<b>4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)</b>					
To Public Officials					
(i) for license, title & registration fees \$ 82.60;					
(ii) for filing fees \$ N/A;					
(iii) for taxes (not in Cash Sale Price) \$ N/A \$ 82.60					
To Insurance Companies for:					
Credit Life Insurance..... \$ N/A					
Credit Disability Insurance..... \$ N/A					
N/A ..... \$ N/A					
N/A ..... \$ N/A					
To MOORESVILLE FORD MERCURY INC for Documentary Fee \$ 599.00					
To N/A for N/A \$ N/A					
To N/A for N/A \$ N/A					
To N/A for N/A \$ N/A					
To N/A for N/A \$ N/A					
To N/A for N/A \$ N/A					
To N/A for N/A \$ N/A					
To N/A for N/A \$ N/A					
To N/A for N/A \$ N/A					
Total..... \$ 681.60 (4)					
<b>5. Amount Financed (3 plus 4)</b> ..... \$ 25,068.13 (5)					

**Debt Cancellation Waiver Addendum (Optional)**

Purchase of the debt cancellation waiver is optional and not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

A N/A

Buyer Signs

**INSURANCE**

**YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.**  
**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.**  
**CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

**Credit Life**

N/A	\$ N/A	N/A
Insurance Company You want Credit Life Insurance.	Premium	Insured(s)

**B N/A**  
Buyer Signs

**B N/A**  
Co-Buyer Signs

**Credit  
Disability**

N/A	\$ N/A	N/A
Insurance Company You want Credit Disability Insurance.	Premium	Insured(s)

**C N/A**  
Buyer Signs

**C N/A**  
Co-Buyer Signs

**Other  
Optional  
Insurance**

Coverage	Insurance Company	Premium	Term in Months
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

You want the optional insurance for which premiums are included above.

**N/A**  
Buyer Signs

**N/A**  
Co-Buyer Signs

**Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.**

**Anti-Theft Product (Optional)**

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A

**D N/A**  
Buyer Signs

**ADDITIONAL AGREEMENTS**

**A. Payments:** You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

**B. Security Interest:** You give the creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

**C. Use of Vehicle - Warranties:** You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. **If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.**

**D. Vehicle Insurance:** You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. **If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.**

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

**E. Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

**F. Returned Check Charge:** Creditor may charge and You agree to pay a processing fee of **\$25.00** for each check that is dishonored for insufficient funds or no account with the bank.

**G. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

**H. Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in the vehicle when repossessed and hold them for you.

**I. Your Right to Redeem:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

**J. Disposition of Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**K. Collection Costs:** Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

**L. Consumer Reports:** You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

**M. Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

**N. Applicable Law:** You agree that this contract will be governed by the laws of the state of North Carolina.

**O. General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to QI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Seller may transfer this contract to another person. That person will have all of Seller's rights, privileges and remedies ("Assignee"). Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

**P. Electronic Records and Signatures and Conversion to Paper:** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

**READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY**  
**ARBITRATION**

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

**RIGHTS YOU AND WE AGREE TO GIVE UP**

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

**RIGHTS YOU AND WE DO NOT GIVE UP:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7879 ([www.adr.org](http://www.adr.org)), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

**FTC NOTICES**

**NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.\***

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle.

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**Spanish Translation: Guia para compradores de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.**

\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

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You or we may choose the American Arbitration Association, 1-800-778-7879 ([www.adr.org](http://www.adr.org)), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

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\*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer  
Signs



Co-Buyer  
Signs



N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.**

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

**NOTICE TO THE BUYER**

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign.

Buyer (and Co-buyer) acknowledge that (i) before electronically signing this contract, Buyer (and Co-buyer) received and reviewed a true and completely filled in paper copy of this contract and (ii) at the time of electronically signing this contract, Buyer (and Co-buyer) received a true and completely filled in paper copy of this contract.



Buyer Signs



N/A

Co-Buyer Signs

Seller

MOORESVILLE FORD MERCURY INC

By



Title

FINANCE

**THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.**

**GUARANTY**

To cause the Seller to sell the vehicle described in this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed paper copy of this contract and this Guaranty at the time of electronically signing.

Guarantor \_\_\_\_\_ N/A \_\_\_\_\_

Address \_\_\_\_\_ N/A \_\_\_\_\_

Guarantor \_\_\_\_\_ N/A \_\_\_\_\_

Address \_\_\_\_\_ N/A \_\_\_\_\_

**ASSIGNMENT**

Seller will assign this contract electronically to Ford Motor Credit Company LLC ("Assignee"). That Assignee will then have all the Seller's rights, privileges, and remedies. To contact Assignee about this contract, call 1-800-727-7000, or visit their website at [www.fordcredit.com](http://www.fordcredit.com)

Seller

MOORESVILLE FORD MERCURY INC

By 

Title FINANCE

## STATE OF NORTH CAROLINA

MVR 191 (Rev 1/13)

## CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER  
1FAGPUDG5G106507  
TITLE NUMBER  
778307152940077

YEAR MODEL  
2016

MAKE  
FORD  
TITLE ISSUE DATE  
09/10/2015

BODY STYLE  
4S  
PREVIOUS TITLE NUMBER

MAIL TO  
FORD MOTOR CREDIT COMPANY  
PO BOX 105704  
ATLANTA GA 30348-5704

ODOMETER READING
000012
ODOMETER STATUS
TITLE BRANDS

## OWNER(S) NAME AND ADDRESS

SEAN KINAHAN  
178 GOLDEN VALLEY DR  
MOORESVILLE NC 28115-8312



The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

*Kelly J. Thomas*

COMMISSIONER OF MOTOR VEHICLES

FIRST LIENHOLDER: DATE OF LIEN 09/01/2015  
FORD MOTOR CREDIT COMPANY  
PO BOX 105704  
ATLANTA GA 30348-5704

LIEN RELEASED BY:  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_

SECOND LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_

THIRD LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_

FOURTH LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_ DATE \_\_\_\_\_

ADDITIONAL LIENS:

95813002  
077 TIC0771

ANY ALTERATIONS OR ERASURES VOID TITLE